

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN**

MICHIGAN AMBULATORY SURGICAL  
CENTER, LLC,  
(re: Patient Tamika Burell)

Plaintiff,

Case No.: 2:16-cv-14507-LVP-DRG  
Hon. Paul D. Borman

-vs-

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY,

Defendant.

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**COMPLAINT**

NOW COMES Plaintiff, Michigan Ambulatory Surgical Center, LLC, by and through its attorney, Anthony J. Bordoley, and for its First Amended Complaint, states as follows:

**COUNT I – BREACH OF CONTRACT – Defendant**  
**STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY**  
**(VIA ASSIGNMENT)**

1. That Plaintiff, Michigan Ambulatory Surgical Center, LLC, is a medical provider with its principal place of business in the City of Oak Park, County of Oakland, State of Michigan.
2. That Defendant conducts a regular and systematic part of its business in the City of Detroit, County of Wayne in the State of Michigan.
3. That the amount in controversy is within the jurisdiction of this Court by reason of a claim of damages, excluding statutory penalty interest and attorney fees is \$123,467.00.

**(Exhibit A)**

4. That Tamika Burrell (the Insured) was involved in a motor vehicle accident on or about August 09, 2014 (the Accident).
5. That as a result of the afore-described accident, Plaintiff has incurred medical expenses regarding the care, recovery, and rehabilitation of the Insured.
6. That regarding the services performed by the Plaintiff for the Insured that are at issue, the Plaintiff's charges for those services, and any actual or potential insurance coverage or benefits under any insurance policy or under the Michigan No-Fault Insurance Act with respect to those services and charges (including but not limited to Personal Injury Protection benefits), the Insured has assigned its rights, benefits, claims, and causes of action to the Plaintiff. (**Exhibit B**)
7. That Defendant is in first priority for payment of No-Fault benefits on behalf of the Insured pursuant to MCL 500.3114 and has processed the Insured's claim pursuant to claim number 224W13234.
8. That reasonable proof of the fact and amount of loss sustained by the Insured pursuant to MCL 500.3142 for full payment of personal insurance benefits has been supplied by Plaintiff to Defendant.
9. That Defendant is responsible for payment of the medical expenses incurred by the Insured as a result of the accident.
10. That Defendant denied payment of the medical expenses incurred by the Insured that occurred as a result of the Accident.
11. That Defendant is in breach of its contractual obligation to make payment of the medical expenses incurred by Plaintiff.

12. That Defendant has refused to pay all of Plaintiff necessary and incurred expenses at a reasonable and customary rate related the Insured's medical care in accordance with the contract provisions and the No-Fault Act.

WHEREFORE, Plaintiff, Michigan Ambulatory Surgical Center, LLC, prays for a Judgment against Defendant in the amount of \$123,467.00, together with all past and presently owed No-Fault Benefits, interest, costs, no-fault penalty interest, and no-fault penalty attorney fees.

**COUNT II – VIOLATION OF MICHIGAN NO-FAULT STATUTE – DEFENDANT**  
**STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY**  
**(VIA ASSIGNMENT)**

13. That Plaintiff repeats and incorporates all preceding paragraphs as though more fully set forth herein.

14. That Regarding the services performed by the Plaintiff for the Insured that are at issue, the Plaintiff's charges for those services, and any actual or potential insurance coverage or benefits under any insurance policy or under the Michigan No-Fault Insurance Act with respect to those services and charges (including but not limited to Personal Injury Protection benefits), that Insured has assigned his or her rights, benefits, claims, and causes of action to the Plaintiff. **(Exhibit B)**

15. That Defendant is in breach of its statutory obligation to make payment of the medical expenses incurred by Plaintiff.

WHEREFORE, Plaintiff, Michigan Ambulatory Surgical Center, LLC, prays for a Judgment against Defendant in the amount of \$123,467.00, together with all past and presently owed No-Fault Benefits, interest, costs, no-fault penalty interest, and no-fault penalty attorney fees.

Respectfully Submitted,  
Anthony J. Bordoley, PLC

By: /s/Anthony J. Bordoley  
Anthony J. Bordoley (P74864)  
Attorney for Plaintiff and Plaintiff  
30300 Northwestern Hwy. Suite 321  
Farmington Hills, MI 48834  
(248) 719-0500

**PROOF OF SERVICE**

The undersigned, being first duly sworn, deposes and says that on April 5, 2018, he served a copy of the within pleading upon all counsel of record through the ECF Electronic Filing System.

/s/Anthony J. Bordoley